

AGREEMENT FOR COLLECTION FACILITY

This AGREEMENT, made and entered into this 30th day of July, 2009 by and between Miami-Dade County, ("County"), whose mailing address is 3071 S.W. 38 Avenue, Miami, Florida 33146-1520, and Tonymar Drugs Corporation., a Florida Corporation, d/b/a Continental Pharmacy, ("Collector"), whose address is 505 SW 8 Street, Miami, Florida 33130.

WITNESSETH

WHEREAS, for the convenience of the public, the County desires to use certain privately owned facilities for payment and collection of water and sewer bills rendered by the Miami-Dade Water and Sewer Department ("Department");

WHEREAS, Collector desires to provide the necessary services for maintaining a collection facility;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the County and Collector hereby agree as follows:

1. Collector operates a pharmacy in or near the Department's service area located at the following address: 505 SW 8 Street, Miami, Florida 33130, at which Collector agrees to collect payments by water and sewer customers of the Department.
2. The Department will furnish the following equipment to Collector to be used on behalf of the

County for collection and payment of water and sewer bills:

One (1) Cash Box

One (1) "PAID" Date Stamp -- special Department issuance

One (1) Ink Pad

Collector's Report Books (Form 575)

3. For customer payments received in cash (currency -- only U.S. funds), Collector shall record the account number and amount in the daily "Collector's Report" Book. The Collector shall remit a check each day for the total amount of cash payments received, made payable to the Miami-Dade Water and Sewer Department. In the event the Collector's bank refuses to honor a check drawn by the Collector, the Department shall have the right to deduct \$25.00 or 5% of the face amount of the check, whichever is greater, from any payment otherwise due the Collector and pursue any available legal or equitable remedy against the Collector, including transferring the amount due to the Collector's retail water and sewer account with the Department, if any.
4. Collector agrees to keep Department receipts separate from those of Collector in the cash box provided to facilitate ascertainment of the amount of bill receipts taken in.
5. Customer checks and money orders drawn to the order of the Miami-Dade Water and Sewer Department are to be accepted, provided they are in the exact amount of the bill. As a means of identifying the payment instrument with the customer's account, Collector shall write the

account number(s) on them. Collector will verify that checks accepted for payment bear the current date, are made payable as above and signed.

6. Collector shall not accept partial payments nor take orders for service nor receive complaints. However, if a customer claims that he has paid his bill at Collector's location but such payment is not shown on Collector's reports, then Collector shall be responsible for promptly resolving this matter.
7. Collector shall not accept payment unless the customer produces his most recent bill for service. All customers who wish to pay older bills or transact other business are to be referred to the Department's main office or authorized sub-office for payment.
8. Collector shall not accept payments within three (3) days of the due date on the bill. Collector will refer the customer to the Department's main office or authorized sub-office for payment.
9. After the exact amount of the bill is paid, either in currency, check or money order, the Collector will validate the bill by stamping the reverse side of the customer's portion and Cashier's Receipt portion as "PAID". The Cashier's receipt portion will be placed in the cash box with the money and the customer's portion returned to the customer.
10. Collector will ensure that the date is changed to the correct date on the "PAID" stamp each

morning.

11. Collector shall prepare and submit all remittances collected each day to the Department's employee/representative the following day. Collector shall not withhold any collections received and due to the Department. Each day before closing, Collector shall list each Cashier's Receipt portion of the water and sewer bills paid in the Collector's Report by account number and amount (the name may be omitted). Checks or money orders received in payment of accounts shall be noted in the "Remarks" column opposite the account number and amount as "Check" or "Money Order". This report shall be prepared in triplicate using carbon paper. It shall be dated and signed by Collector as "Collector". Collector shall put the Cashier's Receipt portion of each water and sewer bill with all remittances by checks or money orders (the cash payments to be covered by check from Collector, as referred to in item #3), along with the white and blue copies of the Collector's Report, inside a sealed envelope addressed to the Department's Cash Collection Supervisor. The envelope shall be personally delivered to an employee or representative of the Department who will pick up the sealed envelope daily (Monday through Friday -- except for holidays). The Department's employee will sign the third copy (yellow) which remains in the book as a receipt for the Collector. The Department employee's signature is intended to indicate only that the report was picked up and is not intended as a receipt for any specific amount of money. The Department's Cashier will match the Receipt portions against the Collector's list, total the checks, and contact the Collector immediately if there are any problems.

12. Collector shall contact the Department if in doubt as to any matter relating to this Agreement.
13. Occasionally, the Department employees may check the "PAID" receipt portion of the customer's bill while in the possession of Collector to avoid disconnecting service for non-payment when the bill may have been paid recently at Collector's location. These Department employees will carry identification cards and their only interest will be in the paid Cashier's Receipt portions, or possibly the Department Collector's Report, but never in the currency or checks Collector may have on hand.
14. During the period of the Agreement, the Collector shall be deemed an agent of the Department, not an employee, for which the Department shall pay a fee of \$0.35 per transaction, with a guaranteed minimum payment equal to \$15.00 per calendar month. All fees owed by the Department to the Collector will be remitted at the expiration of each quarterly period. The Collector shall not impose or collect any fees from the County's water and sewer customers as compensation for the Collector's services.
15. No assignment of this Agreement, or any part thereof, or any monies due or to become due hereunder, shall be made by Collector without the prior written approval of the County.
16. Should Collector fail to provide the services called for in this Agreement, or shall perform the services unsatisfactorily, the County shall have full power and authority, without violating the Agreement, to terminate the Agreement and to pursue any available remedies

against the Collector, whether legal or equitable.

17. The Collector shall indemnify and hold harmless the County and its officers, employees agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may suffer as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Collector or its employees, agents, servants, partners, principals or subcontractors. Collector shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorney's fees which may issue thereon. Collector expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Collector shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
18. Collector shall maintain adequate insurance coverage up to \$1,000.00 at all times sufficient to cover any potential loss to the County while the funds are in the custody of the Collector (due to Collector employee dishonesty).
19. The Collector shall furnish to Miami-Dade County, c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1989, Certificate(s) of Insurance which

indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Collector.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

20. This Agreement shall commence upon proper execution by both parties and remain in full force and effect until canceled as provided in Paragraph 16, Paragraph 21 or Paragraph 22.
21. Either party shall have the right to cancel this Agreement without stated cause upon thirty (30) days advance written notice to the other party. If the Agreement is canceled and there is a period less than a full calendar month, the Department will reimburse the Collector for the number of transactions completed in the period, at the rate per transaction stated in Paragraph 14.
22. The Collector must be in compliance with Resolution No. R-385-95 of Miami-Dade County and the Americans with Disabilities Act of 1990 (hereafter referred to as "ADA"). The Collector must complete the required Disability Nondiscrimination Affidavit (hereinafter referred to as "Affidavit") as part of this agreement. The Affidavit is attached hereto and incorporated herein as Exhibit 1. The Collector acknowledges that submitting a false affidavit or violating any of the laws listed in the affidavit will render the contract void by the County. The Collector must make the payment process accessible to persons with disabilities at a level at least equal to that accessibility required of state and local governments by Title II of the Americans with Disabilities Act. This includes, but is not limited to, providing accessible parking, an accessible route to, and through the entrance, an accessible route to the counter, and an accessible counter. The standards set forth in the ADA Accessibility Guidelines shall be used to determine accessibility. The Collector agrees

to hold harmless the County from all actions, judgments, liability, loss, cost and expense including reasonable attorney fees, which may be incurred as a result of the Collector's discrimination based on disability as provided in the ADA. Failure to comply with this Paragraph shall provide the County with the right to terminate this Contract upon seven (7) days written notice.


23. This Agreement terminates and supersedes all previous Agreements and Contracts whether oral or written between the parties hereto.

24. The Collector shall perform the duties stated herein during the Collector's normal business hours.


Signature Page Follows

IN WITNESS THEREOF, the parties have caused this 10 page Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:


Javier Peral
Secretary

Tonymar Drugs Corporation
a Florida Corporation
d/b/a Continental Pharmacy



Javier Peral
President (Seal)

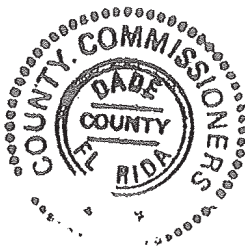
ATTEST:


Clerk

MIAMI-DADE COUNTY


County Manager or Designee

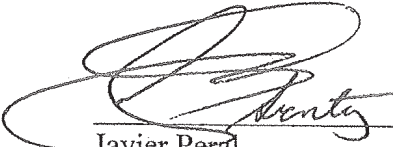
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as to form and legal sufficiency. 

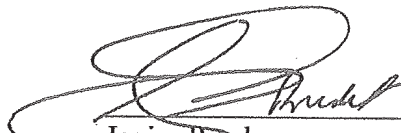


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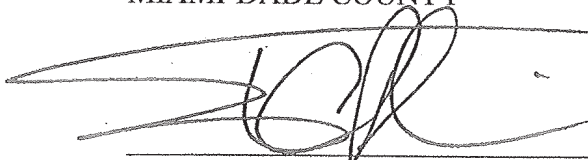

Javier Peral
Secretary


Javier Peral
President (Seal)

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